

# LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 21st day of November, 1967, by and between MYHRE ADVERTISING ( ) of Billings, Montana, hereinafter called "Lessee", and Anaconda Aluminum Company of Louisville, Kentucky, hereinafter called "Lessor",

## WITNESSETH:

For good and valuable consideration, as hereinafter set forth, Lessor hereby leases to Lessee that certain real property, located in the City of Columbia Falls, County of Flathead, State of Montana, more particularly described as follows:

two 2' x 40' tracts as shown on the drawing dated 10-12-67 and numbered PR-167-S,  
attached hereto,

together with the right of free and unrestricted access, for purposes of ingress and egress to said leased premises, for a term of one year from date, and from year to year thereafter, provided, however, that after the first lease year Lessor may terminate this lease at anytime and without liability by giving Lessee sixty (60) days notice. This lease is for the purpose of construction, reconstruction, maintenance and repair upon the above-described property of outdoor-advertising structures, including the necessary structures, devices, illumination and connections.

Lessee agrees to pay yearly rental for said property the amount of \$ 30.00, payable as follows: \$30 payable on or before December 1, 1967, and \$30 per year payable on the first of December annually thereafter during the term of the lease.

It is specifically agreed that all structures and improvements placed upon the above-described premises by Lessee shall be and remain the absolute property of Lessee and may be removed by Lessee at any time during the term of this lease, or within sixty (60) days from and after the expiration of this lease. In the event of weather conditions being such as to prevent the removal of such property by Lessee, then such sixty-day period shall be extended for such period of time as may be necessary to accomplish such removal.

It is expressly agreed that Lessor will not allow any outdoor-advertising structures, other than those owned by Lessee, to be erected within three hundred (300) feet of any outdoor-advertising structure of the Lessee. It is further expressly agreed that Lessor, as concerns contiguous or adjacent property owned by him, will not permit, suffer or allow any activity thereon, or structure to be erected thereon which will materially diminish the usefulness of the leased premises for outdoor-advertising purposes by Lessee.

If, at any time (a) the signs or structures of the Lessee on the demised premises shall be or become entirely or partially obscured or destroyed; or (b) there be a temporary or permanent diversion of traffic from the highway, road, or street adjacent thereto, or leading to or past the said premises, or a change in the direction of traffic on such highway, road, or street; or (c) the Lessee be unable to obtain from the authorities having jurisdiction any necessary permit for the erection or maintenance of such sign or signs (of special or standard size, design and construction) as the Lessee may desire to construct or maintain for the purpose of its business; or (d) the Lessee be prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from constructing or maintaining on said premises such signs (of special or standard size, design and construction), as the Lessee may so desire to construct or maintain; THEN, AND IN SUCH EVENT, at the option of Lessee, this lease shall terminate on fifteen (15) days' notice in writing to the Lessor, by registered mail, addressed to him at his address shown below, or such other address as the Lessor may hereafter in writing specify, and the Lessor agrees thereupon to return to the Lessee any rent paid in advance for the unexpired term; provided, HOWEVER, that if the conditions described in (a), (b), (c) and (d) hereof, or any of them, shall at any time temporarily exist, then the Lessee shall, at its option, in lieu of such termination of this lease, be entitled to request and receive an abatement of the rent payable hereunder, for and during the period of existence of such conditions, or any of them, and to the return of any rent paid in advance for the period of such abatement.

It is agreed that, in the event that any governmental agency or authority should attempt by legislation, administrative order, or condemnation proceedings, to prevent the use of said property for the purpose stated herein, all rights of negotiation, litigation, or settlement relating thereto, both as to the interests of Lessor and of Lessee in and to the rights created and governed by this lease shall be reserved solely and exclusively to the Lessee.

Lessee shall pay any and all taxes assessed against its outdoor-advertising structures located on said property, and shall carry liability insurance on said structures.

If Lessee shall fail to pay the rental herein provided, at the time and in the amount herein provided, then Lessor shall give Lessee notice of default, in writing, specifying therein the amount due and when and where the same may be paid. If, after receipt of such notice, Lessee shall fail, within twenty (20) days, to make the payment or payments due, then this lease shall terminate and be at an end. Said notice may be sent to Lessee at the following address:

Myhre Advertising, P. O. Box 1736, Billings, Montana

Street

City

State

Lessor represents and warrants that he is the owner, tenant, or agent of the owner of said property and has the authority to execute this lease.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legatees, personal representatives, executors, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first hereinabove written.

Anaconda Aluminum Company

[Signature]  
"Lessee" [MYHRE Advertising ( )]

[Signature]  
"Lessor" Vice President

Address

Address

STATE OF MONTANA

County of FLATHEAD

On this 9th day of October, 1967

State of Montana personally appeared ERIC MYHRE known to me to be the person whose name is subscribed to the within instrument, and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 9th day and year first above written.

H. H. Laddison  
Notary Public, State of Mont.

Columbia Falls

March 1, 1969

(SEAL)

STATE OF ~~MONTANA~~ KENTUCKY

County of JEFFERSON

On this 21st day of November, 1967

State of Montana personally appeared J. F. Smith known to me to be the vice president of the corporation that executed the within instrument, and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 21st day and year first above written.

J. F. Smith  
Notary Public, State of ~~Mont.~~ Kentucky

Notary Public, State of Large, Ky.  
My commission expires Oct. 17, 1980

(SEAL)